

IN THE CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI

FREDDIE L. MCGOWEN

Plaintiff

VS.

NO. 04-02-0262

DEBRA PIGHEE MCGOWEN

Defendant

FINAL DECREE OF DIVORCE

THIS DAY this cause came on to be heard on the Complaint for Divorce filed by the Plaintiff, **Freddie L. McGowen**; upon waiver of service of process upon the Defendant, **Debra Pighee McGowen**, as evidenced by the Waiver of Process filed herein; upon expiration of sixty (60) days; upon a Child Custody, Child Support and Property Settlement Agreement and Amended Child Custody, Child Support and Property Settlement Agreement having been entered into and executed by and between the parties; upon the proof taken and heard in open Court, and upon the entire record in this cause, the Court finds as follows, to wit:

I.

That this Court has jurisdiction of the parties and the subject matter hereof.

II.

That the Plaintiff is currently on active duty in the United States Army, but has maintained as his fixed place of residence Desoto County, Mississippi, and has done so for a period of more than six (6) months next preceding the commencement of this action, and that the Defendant is an adult resident citizen of Marshall County, Mississippi.

III.

That Plaintiff and Defendant were married on August 22, 1981, in Desoto County, Mississippi, and lived together as husband and wife until 1997 in Desoto County, Mississippi, at which time they separated and have not cohabitated since that time.

IV.

There are two (2) minor children born to the parties of this marriage, to wit: **LaTonya R. McGowen**, born June 6, 1983 and **Freddie L. McGowen**, born July 27, 1984, and one (1) adult child, **James A. McGowen**. Plaintiff avers that the parties' children are in college or self-supporting.

Plaintiff avers that one (1) child was born to the Defendant during the marriage, to wit: **Thomas McGowen**, and DNA tests have established that Plaintiff is not the biological father of said child.

Plaintiff further avers that no children were adopted unto the marriage and that Defendant is not currently pregnant.

V.

Because of irreconcilable differences between the parties, the parties can no longer live together as husband and wife; and they separated as a result of these conflicts in personalities and dispositions, which became so deep that they have become irreconcilable and irredeemable. It has now become impossible for the parties to live together in a normal marital relationship. The conflict in personalities and families was such that it destroyed the legitimate ends of matrimony and the possibility of reconciliation, and a state of incompatibility now exists between the parties.

Therefore, Plaintiff, **Freddie L. McGowen**, is entitled to a divorce on the ground of irreconcilable differences under the laws and statutes of the State of Mississippi as provided in §93-5-2 as Amended, of the Mississippi Code of 1972, Annotated. Accordingly, the bonds of matrimony heretofore existing between the parties are severed and held for naught; and each of the parties is hereby restored to all rights of a single person.

VI.

IT IS ORDERED, ADJUDGED, AND DECREED, and the Court does find, that as to all other matters herein, the parties have entered into a Child Custody, Child Support and Property Settlement Agreement and Amended Child Custody, Child Support and Property Settlement Agreement for the settlement and disbursement of same, the said Agreements are adequate and sufficient and should be approved by the Court, and are as follows:

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IN THE CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI

FREDDIE L. MCGOWEN

Plaintiff

VS.

NO. 04-02-0262

DEBRA PIGHEE MCGOWEN

Defendant

**CHILD CUSTODY, CHILD SUPPORT AND
PROPERTY SETTLEMENT AGREEMENT**

This agreement, made and entered into by and between **Freddie L. McGowen** of Desoto County, Mississippi, hereinafter referred to as "Husband", and **Debra Pighee McGowen** of Desoto County, Mississippi, hereinafter referred to as "Wife".

WITNESSETH:

WHEREAS, the parties hereto were lawfully married on August 22, 1981 in Desoto County, Mississippi and lived together as husband and wife until 1997, in Desoto County, Mississippi, at which time they separated and have not cohabitated since that day; and

WHEREAS, there are two (2) minor children of the marriage, to wit: **Latonya R. McGowen**, born June 6, 1983; and **Freddie L. McGowen**, born July 27, 1984; one (1) child was born to Defendant during the marriage, to wit: **Thomas McGowen**, and DNA tests have established that Plaintiff is not the biological father of said child. No children were adopted and Wife is not pregnant at this time.

WHEREAS, a Complaint for Divorce will be filed in the Chancery Court of Desoto County, Mississippi and that irreconcilable differences exist between the parties which preclude continuation of the marriage; and

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WE DAVIS, CLERK



DEBRA PIGHEE MCGOWEN

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FREDDIE L. MCGOWEN

WHEREAS it is the mutual wish and desire of the said parties that a full, complete and final settlement of all their property rights and claims resulting from said marriage be settled and determined as to division of property and all other rights or claims, matters and things of every kind and description which may have, in any manner, arisen or accrued by virtue of the marriage;

WHEREAS, the parties have reached an agreement in reference to matters relating to distribution of property; and

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and conditions hereinafter contained, it is mutually agreed by and between the parties hereto as follows:

CHILD CUSTODY AND CHILD SUPPORT

1. The parties shall have joint full physical and legal custody of the two (2) minor children of the marriage.
2. The parties agree that the two (2) minor children are in college, or self-supporting, and that child support should be not assessed against either party at this time.
3. The parties further agree that no visitation schedule shall be required as the minor children are of such an age as to make their own decisions regarding visitation.
4. Each party shall claim one (1) minor child as a dependency exemption on his or her income tax returns.
5. The Husband currently has in effect, a policy of life insurance through his employment in the amount of \$250,000.00. The minor children **Latonya R. McGowen** and **Freddie L. McGowen** and the parties' adult child, **James A. McGowen** are named as beneficiaries, and the minor children shall be named as irrevocable beneficiaries until they reach


DEBRA PIGHEE MCGOWEN

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FREDDIE L. MCGOWEN

the age of majority. The Wife shall obtain a policy of life insurance in the amount of \$50,000.00 naming the parties' adult child, **James A. McGowen** and the minor children, **Latonya R. McGowen** and **Freddie L. McGowen** as beneficiaries and the minor children shall be named as irrevocable beneficiaries until they reach the age of majority.

6. Husband shall provide health and hospitalization insurance coverage for the minor children through his employment and he agrees to maintain the coverage as long as it is available through his employment. The parties mutually agree that all medical, dental and hospital expenses, which are not covered by insurance, shall be divided between the parties.

7. Wife shall, within ninety (90) days after entry of the Final Decree of Divorce, petition the Court to change the last name of **Thomas McGowen** to that of the child's biological father or to Wife's maiden name, to wit: **Pighee**.

PROPERTY SETTLEMENT

8. The parties own the marital residence located at 6630 Dunbarton Drive, Horn Lake, Mississippi 38637, and titled in Husband's name only, and more particularly described as follows:

Lot #1811 Section 'E' Desoto Village Subdivision, in Section 33, Township 1 South, Range 8 West, Desoto County, Mississippi, as per plat thereof recorded in Plat Book 12, Pages 22-25, in the office of the Chancery Clerk of Desoto County, Mississippi.

Wife shall be divested of all right, title, and interest in and to said property; and all right, title, and interest in said real property shall be vested in Husband. Husband shall retain title to said realty and shall be responsible for servicing any mortgage thereon, and shall hold Wife harmless thereof. Wife shall quitclaim her interest in said realty to Husband.

9. The parties have heretofore made an equitable distribution of the furniture, appliances and other household goods to the satisfaction of each.


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10. Each party shall retain the vehicle currently in his or her possession, and shall be responsible for any and all indebtedness thereon, and shall indemnify and hold the other harmless for any and all claims, which are or may be associated with said vehicle.

11. The parties agree that they own no joint checking and/or savings account. Each party shall retain as their sole and separate property, any and all funds in their separate checking and/or savings accounts, including any and all stocks, bonds and other money market accounts.

12. Each party shall retain as their sole and separate property, any and all funds in their pension and retirement accounts.

13. The parties mutually agree that each shall be responsible for his/her own debts, which he/she has incurred, except for those debts specifically set out above, and that neither shall incur any debts in the name of the other after the execution of this Agreement. The parties further mutually agree to indemnify and hold harmless the other party for any debts of the other party, which he/she shall be called on to pay.

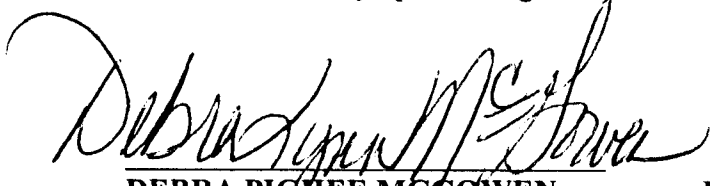
14. Each party agrees to waive alimony.

15. Wife's last name shall be restored to her maiden name, to wit: **Pighee**.

MISCELLANEOUS

16. Husband is represented by the firm of F. Henderson, P.C., and Wife has obtained independent advice or waives same and is not relying on the advice or services of Florida M. Henderson.

17. The parties hold harmless the firm of F. Henderson, P.C. for any tax consequences related to this divorce proceeding and acknowledge that they have been advised that they should consult an attorney specializing in tax consultation or a Certified Public Accountant for advice


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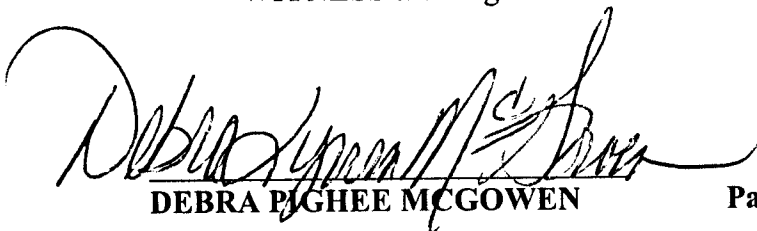
concerning such matters. Any claims, causes of action, or damages relating from taxable consequences of this agreement are waived as against the above referenced attorney.

18. Each party agrees to pay his/her own attorney fees and Husband agrees to pay the court costs. The Husband further agrees that representation by counsel will terminate upon entry of the Final Decree of Divorce.

19. This agreement becomes effective on the date of its execution and shall be binding on both of the parties hereto, their administrators, executors, and assigns. It is the whole and only agreement between the parties to this action and shall not be modified or varied by parol evidence or orally but only by Court adopted or ordered modification after the entry of the final order of divorce as mutually desired by these parties to this marriage and this agreement. Should any portion of the above agreement be declared void or unenforceable for any reason whatsoever, this agreement shall, in all other respects, remain in full force and effect and be enforced by the parties to this agreement or by either of them, in law or in equity.

20. This Agreement contains the entire agreement by and between the parties and should the aforesaid Chancery Court of Desoto County, Mississippi grant a Final Judgment of Divorce then and in that event the covenants and agreements herein contained shall be binding on the parties and it is intended to be a complete agreement for the custody and support of the parties' minor children and the said Agreement shall be presented to the Chancery Court in said proceedings and the same may be adopted by the Court and made a part of the Court's Final Judgment of Divorce. This Agreement revokes any prior Agreements executed between the parties.

WITNESS their signatures affixed hereto.


DEBRA PIGHEE MCGOWEN

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FREDDIE L. MCGOWEN

**STATE OF MISSISSIPPI
COUNTY OF MARSHALL**

Personally appeared before me, the undersigned authority in and for the aforesaid State and County within my jurisdiction, the within **Debra Pighee McGowen**, who acknowledged that she signed the above and foregoing Child Custody, Child Support and Property Settlement Agreement on the day and year therein mentioned as her own voluntary act and deed.

SWORN TO AND SUBSCRIBED before me this 14th day of April, 2004.

Willie J. Lovejoy
NOTARY PUBLIC

My Commission Expires: Feb. 24, 2008

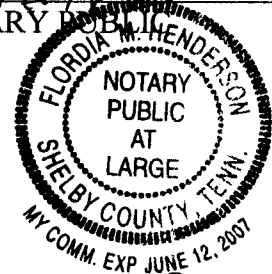
**STATE OF TENNESSEE
COUNTY OF SHELBY**

Personally appeared before me, the undersigned authority in and for the aforesaid State and County within my jurisdiction, the within **Freddie L. McGowen**, who acknowledged that he signed the above and foregoing Child Custody, Child Support and Property Settlement Agreement on the day and year therein mentioned as his own voluntary act and deed.

SWORN TO AND SUBSCRIBED before me this 1st day of April, 2004.

Heidi A. Henderson
NOTARY PUBLIC

My Commission Expires: _____



Debra Lynn McGowen
DEBRA PIGHEE MCGOWEN

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Freddie L. McGowen
FREDDIE L. MCGOWEN

IN THE CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI

FREDDIE L. MCGOWEN

Plaintiff

VS.

NO. 04-02-0262

DEBRA PIGHEE MCGOWEN

Defendant

**AMENDED
CHILD CUSTODY, CHILD SUPPORT AND
PROPERTY SETTLEMENT AGREEMENT**

THIS AGREEMENT, entered into by and between **Freddie L. McGowen** And **Debra Pighee McGowen**, and amends The Child Custody, Child Support And Property Settlement Agreement heretofore signed by the parties on April 1 and 14, 2004, and filed in the DeSoto County Chancery Court Clerk's Office on April 27, 2004

The parties agree that Plaintiff, Freddie L. McGowen, will totally responsible for support of the parties' minor children, to wit: **LaTonya R. McGowen** and **Freddie L. McGowen**, until they reach the age of majority, or are otherwise emancipated.

The parties further agree that Defendant, Debra Pighee McGowen, will, when and as able, contribute financially to the support of the parties' minor children.

IN WITNESS WHEREOF, the Parties hereto set their signatures on the dates indicated below.


DEBRA PIGHEE MCGOWEN


FREDDIE L. MCGOWEN

FILED

MAY 14 2004

W E DAVIS, CLERK

**STATE OF MISSISSIPPI
COUNTY OF MARSHALL**

Personally appeared before me, the undersigned, a Notary Public for said County and State, **Debra Pighee McGowen**, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 11th day of May, 2004.

Willie Love Perry
NOTARY PUBLIC

My Commission Expires: Feb. 21, 2008

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Personally appeared before me, the undersigned, a Notary Public for said County and State, **Freddie L. McGowen**, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 10th day of May 2004.

Florida M. Henderson
NOTARY PUBLIC
AT LARGE
SHELBY COUNTY, TENN.
MY COMM. EXP. JUNE 12, 2007

VII.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Wife's maiden name, **Debra Pighee**, is restored unto her.

VIII.

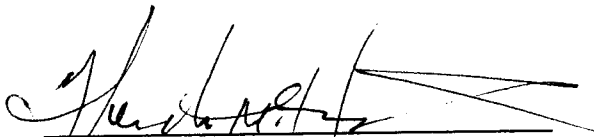
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED and the Court does find, that the parties have made adequate and sufficient provisions by written agreements for the settlement of any property, custody and support rights between the parties, and the Property Settlement Agreement and Amended Property Settlement Agreement are hereby approved by this Court and are hereby adopted by this Court as part of this Decree, and as the Order of this Court.

SO ORDERED, ADJUDGED, AND DECREED, on this the 14th day of

May, 2004.


CHANCELLOR

APPROVED FOR ENTRY:



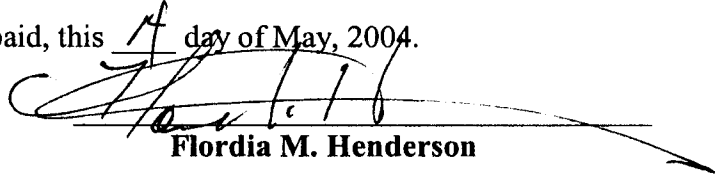
Flordia M. Henderson
Attorney for Plaintiff
P.O. Box 30604
Memphis, Tennessee 38130-0604
(901) 789-5219
MSB No. 9775



STATE OF MISSISSIPPI, COUNTY OF DESOTO
I HEREBY CERTIFY that the above and foregoing is
a true copy of the original filed in this office.
This the 14 day of May, 2004
W. E. Davis, Clerk of the chancery court
By S. Patrick D.C.

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been forwarded to the Defendant, **Debra Pighee McGowen**, 150 Rust Avenue, Holly Springs, Mississippi 38635, via U.S. Mail, postage prepaid, this 14 day of May, 2004.


Florida M. Henderson

dc
dc STATE MS.-DESO TO CO
FILED

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BK 478 PG 688
J. DAVIS CH. CLK.